

PURCHASE AGREEMENT

This agreement is entered into by and between the City of Parma (hereinafter the Seller) by its duly authorized agent and the Newport Fire Department, Rock Hill, South Carolina (hereinafter the Buyer).

Whereas, Seller is the owner of a 1998 International Cab & Chassis, Model 4900 4x2, heavy rescue vehicle and obsolete Hurst tools (hereinafter Property); and,

Whereas, Seller states that the property is no longer needed by seller; and,

Whereas, the value of the property is forty-eight thousand dollars (\$48,000.00); and,

Whereas, Buyer is a political subdivision.

Now, therefore, in exchange for the mutual covenants and promises heretofore made, the parties agree as follows:

The City of Parma (Seller) and the Newport Fire Department, Rock Hill, South Carolina (Buyer) hereby agree to the sale and purchase of a 1998 International Cab & Chassis, Model 4900 4x2, heavy rescue vehicle and obsolete Hurst tools by the City of Parma to the Newport Fire Department, Rock Hill, South Carolina for the amount of forty-eight thousand dollars (\$48,000.00).

Buyer understands and agrees that the Seller is not a manufacturer or retail seller in any respect, including but not limited to the meaning of those terms in the Ohio Revised Code or the Uniform Commercial Code.

Buyer understands and agrees that the goods covered by this Bill of Sale are offered AS IS and WITH ALL FAULTS and that Buyer has been afforded ample opportunity to

inspect said goods to their satisfaction. The Newport Fire Department, Rock Hill, South Carolina understands and agrees that all warranties, whether express or implied under the provisions of Ohio or Federal law are EXCLUDED from this sale, including, without limitation any and all WARRANTIES of MERCHANTABILITY.

DISCLAIMER: Buyer understands and agrees that the Seller is not making any representations, guarantees and or warranties with respect to the vehicle being sold. Seller does not claim that the item sold is suitable to be used as a vehicle for transportation. Seller is selling this vehicle as a collection of used parts, not as a vehicle. Seller shall have no liability to Buyer or anyone claiming under or through Buyer for (i) any injury, loss of revenue, business interruption, inconvenience, loss or damage to Buyer caused by failure of equipment supplied by Seller, or Buyer, the principals, employees, or agents of each, or any other person, or (ii) for the making of any alteration of, or improvement or repair to the equipment, whether required by any governmental agency, or due to casualty, or for any other reason.

[Buyer]

By:_____
For the Newport Fire Department,
Rock Hill, South Carolina

Date:_____

[Seller]

By:_____
For the City of Parma

Date:_____